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89-1833

No. 90-_____

Supreme Court, U.S.
FILED
APR 23 1990
JOSEPH F. SPANIOL, JR.
CLERK

IN THE SUPREME COURT
OF THE UNITED STATES

APRIL TERM, 1990

LAWRENCE D. MARVIN

Petitioner,

v.

GRAND LODGE IOOF OF NEBRASKA,
et al,

Respondents.

PETITIO" FOR WRIT OF CERTIORARI TO
THE UNITED STATES COURT OF APPEALS FOR
THE EIGHTH CIRCUIT

Lawrence D. Marvin,
Petitioner
142 East Penn.
West Point, Nebraska
68788
(402)372-3977

Petitioner/pro se
Not an attorney/ and
nearly in Forma Pauperis

April 21,1990

QUESTIONS PRESENTED

1. Did the United States District Court's ruling,on not having jurisdiction, provide this citizen with a judicially fair and just trial when no judge or court has ever accepted this petitioners exhibits, and witnesses nor the following questions and thus denying this petitioner a trial?

2. Must a Court accepting jurisdiction consider all facts?

3. Were the IOOF precluded from Ejecting Marvin and thus willfully or maliciously prosecute Marvin?

4. Did the IOOF create Ex Post Facto laws and fiats to wrongfully deprive Marvin of most of his life's savings, whether by intent, by breaches of contract(s), by IOOF court actions, by Grand Lodge actions, by Sovereign Grand Lodges alleged inactions, by cover-up.

5. Is any one of the hundreds of breaches of contract(s) and warranty grounds for Marvin to be heard by any court?

6. Is any one of the many false filings or perurys by the IOOF and its agents graounds for Marvin to be heard by any Court?

7. Did the IOOF fail to provide internal hearings or solutions to problems thus leaving Marvin no alternative but using the courts?

8. Is Marvin intitled to restitution (reparations) fromm IOOF for alleged irreparable damages to his rental business or renting his 20,800 square foot commercial building from which the IOOF wrongfully ejected while Fremont National Bank held the Warranty Deed in escrow?

9. has any statutes of limitations rur out on any of the IOOF numerous actions and inactions, and breaches of

contract, since Marvin timely filed written complaints with the Nebraska attorney Generals Office and with the Dodge County Board of Supervisors requesting help, as well as timely efforts in Court?

10. Does this citizen have the Constitutional right to petition his government, this U. S. Supreme Court being the judicial branch of his Government?

11. Is the LESSER EVIL PRINCIPLE applicable in these unbelieveable IOOF past actions versus Marvin's claims for restitution (damages)?

12. Are punitive actions applicable, this petitioner requests punitive actions (damages) TRIPLE DAMAGES for orgarized crime against the IOOF et al for an example that this behavior be stopped once and for all.

13. Do the IOOF have the right to look at Marvin's Internal Revenue

records by filing false statements and petion to the Court? (and thus did the IOOF violate Marvin's rights to privacy?)

14. Is Marvin intitled to fair market vaulue for space occupied continuously from Sept 1,1976 to December 15,1986 under false pretenses by the IOOF et al, said value was not included inthe Accounting had before the Honorable Judge Fuhrman?

15. Did the IOOF et al have any rights or privileges to occupy Marvin's building after August 31,1979?

16. Did the IOOF et al have any rights to remove Marvin's personal property entrusted to them under their inintial three year lease back as part of said sales contract, which the IOOF forcefully extended by threats, assaults, and purjury by IOOF court actions.

17. By the action of the IOOF et

al occupying Marvin's building after numerous Court actions, does this constitute reaffirmation of damages and resititutions alleged by Marvin, as under Bankruptcy reaffirmation?

18. Are old financial obligations reaffirmed when it is discovered that the IOOF and its auditors did not include them in IOOF audit for the Court Accounting and the IOOF continued occupying Marvin's building?

19. Did the IOOF and its agents obtain Marvin's monies under false pretenses, by not refunding Marvin's monies while holding Marvin to said contract while IOOF did not comply with said contract?

20. Should the Court make and order the IOOF and its agents to make Marvin whole?

21. Should the Court make the IOOF reimburse Marvin for all or part of the costs of reestablishing the

occupants or new occupants in Marvin's building to an equal level as when the IOOF filed its petition for accounting and ejection?

22. Should the Court make the IOOF reimburse Marvin for closing costs as per said contract?

23. Did the IOOF intentionally interfere to drive Marvin's building into Bankruptcy with intentions to reclaim said real and personal property sold to Marvin on August 31,1976 and reaffirmed inthe December 4,1976 corporation contract drafted by the IOOF and their attorneys? Also did the IOOF behave the same with prior buyer(s) or financier(s) to further document TRIPLE criminal like damages?

24. Did the IOOF alter their records before presenting them to the Courts.

25. Does Marvin have the right to redress to refile charges or petitions

for restitution that were dropped or dismissed for various reasons if the IOOF used false records or testimony?

26. Does Marvin have the right to redress to file charges or petitions for restitution that were never in court?

27. Did the court abrige Marvin's constitutional rights?

Counsel

I. As plaintiff (petitioner) comes

Lawrence D. Marvin/ Pro se/ Not being

an attorney

II. As defendants (respondents) herein.

Grand Lodge IOOF of Nebraska,
Sovereign Grand Lodge IOOF,
Elmer Kuhrts, Mr. and Mrs Edgar
Rinaker, and John Does and Jane
Does to be determined.

Represented by Attorney Thomas B.
Thomsen.

Sidner Law Offices
340 East Military Avenue
Fremont, Nebraska 68025
Phone (402)721-7111

I declare under penalty of perjury that the foregoing is true and correct.

Executed on April 21, 1990.

Lawrence D. Marvin

PETITIONER
Lawrence D. Marvin

Notary Public

Jane Sander
Signature

GENERAL NOTARY-State of Nebraska
JANE SANDER
My Comm. Exp. April 10, 1991

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No. 90-

IN THE SUPREME COURT OF THE UNITED STATES

APRIL TERM, 1990

LAWRENCE D. MARVIN

Petitioner,

v.

GRAND LODGE IOOF OF NEBRASKA, SOVEREIGN GRAND LODGE IOOF, ELMER KUHRTS, MR. AND MRS. EDGAR RINAKER, AND JOHN DOES, AND JANE DOES TO BE DETERMINED.

RESPONDENTS.

INTRODUCTION

Lawrence D. Marvin hereby petitions this Court for writs of certiorari to the United States Court of appeals for the Eighth Circuit and to the United States District Court at Omaha Nebraska. This citizen respectfully petitions this Court to reverse the Orders of jurisdiction, remand this case back to Omaha and direct that full trial be held.

OPINIONS BELOW

The opinion of the Court on Marvin's petition for rehearing was denied by Order dated January 24,1990. The opinion of the Eighth Circuit Court of Appeals dated December 1,1989 (appears in Appendix B). The U.S. District Court Order denying a New Trial Dated September 15,1989 (appears in Appendix C), and the U.S. District Court Order and Judgment of August 15, 1989 (appears in Appendix D)

JURISDICTION

Jurisdiction over this ptition lies in the U.S. Constitution that Ex Post Facto laws would not be allowed, that citizens are entitled to due process, that citizens are intitled to equal justice, that citizens have riths that any rights not enumerated were left to the States and to the people, that this citizen is intitled to his Civil Rights, that the citizens receive protection, that Common Law can be

established. This citizen is petitioning this Supreme Court to protect his rights and rectify numerous past wrorgs of the RESPONDENTS individually or collectively and that a Court assuming jurisdiction is to consider all issues.

This citizen used the complaint form provided by the U.S. District Court and filled it out "Statement of the case" believing specifics or detailed clarification to be had at trial before the court. Also the clerks office said they would look up and note the specific laws. The defendants held this plaintiff hostage to their contract from December 4,1976 to Feb 1987 and the defendants very well know of this plaintiff's claims and grounds upon which this complaint or case rests.

STATEMENT OF THE CASE

Grand Lodge IOOF of Nebraska authorized the creation of the Fremont

IOOF bodies and Corporation. Grand Lodge gave authorization to sell and the Fremont IOOF agents and attornies sold said property to Marvin on August 31,1976. IOOF trustee Daniel Welstead Sr. convinced Lawrence Marvin to buy 50%, then 60%, then all of the IOOF personal property and real estate located in Fremont, Nebraska and stored elsewhere, first verbally, then by signing a horse-traders bill of sale, then by a written corporation contract drafted and witnessed by IOOF attornies. The only thing the IOOF wanted was Marvin's monies, his labor, and his improvements.. The IOOF did not abide by any of the covenants of said contract, and by using false statements and altered records the IOOF Grand Lodge of Nebraska did have the Dodge County District Court eject Marvin from his building, in violation of said written contract. The

IOOF had sold their building and all personal property to Marvin because Dodge County was foreclosing on IOOF delinquent real estate taxes, in the Dodge County District Court, which had set a Sheriff's Auction for Sept. 1-76, since taxes, interest, and advertising and fees had accumulated to approximately $28,200.00. IOOF ownership was duly recorded and the contract was valid by county attys' opinions, the IOOF also removed the abstract from the escrow agent so Marvin could not use it in defending his financial investment in Court, however the Nebraska Supreme Court #83-829 did find that the IOOF written contract to Marvin dated December 4,1976 was indeed a contract. Marvin's attorney Avis Andrews being successful before the Nebraska Supreme Court did attempt to gain a settlement from the

IOOF for an accounting and damages (restitution). Having no success she did file a petition in Dodge County District Court to gain such. The Honorable Judge Fuhrman ruled that Damages would have to be a separate suit. The accounting received was partial, incomplete, and very biased in favor of the IOOF. Attorney Andrews advised Marvin that the IOOF were just going to run up such a high cost of litigation fees that the amount of restitution (damages) received might be less than the legal fees, so she knowing Marvin's financial demise, especially with said building now operating at a great loss, declined to continue litigation. This petitioner having faith in the judicial system is continuing Pro se, as federal Judge Strom said he has the right to do. This petitioner, believing the IOOF didn't

have a legal foot to stand on, is determined to have a full trial and receive restitution (damages) and closing costs determined by the Court.

Grand Lodge IOOF of Nebraska and Sovereign Grand Lodge of North Carolina and Maryland, as well as the courts so far have abridged this petitioners Constitutional rights by not providing a trial or due process.

CONCLUSION

This case presents an important Constitutional issue of undue influence and unfair advantage versus equal justice and protection; also IOOF Creation of Ex Post Facto Laws and Edicts. This Court has an opportunity to clarify the limits and boundaries of obtaining apersons monies fraudulently and not providing the merchandise and real estate and not abiding by a contracts covenants. This petitioner has received no protection from police or the Courts from this

unbelievable behavior. On paying his court filing fees this citizen expects to be heard in full, and without prejudice, and receive justice.

This pro se petitioner asks that the United States Supreme Court reverse the orders of the lower courts, remand the case back to the United States Disctrict Court, and direct that a full trial using exhibits and witnesses be held.

Respectfully submitted

Lawrence D. Marvin

Lawrence D. Marvin
142 East Pennsylvania
West Point, Nebraska
Phone (402)372-3977

Dated April 21, 1990

I declare under penalty of perjury that the foregoing is true and correct.

Executed on April 21, 1990

Lawrence D. Marvin

Notary Public

Jane Sander

Signature

GENERAL NOTARY-State of Nebraska
JANE SANDER
My Comm. Exp. April 18, 1991

APPENDIX A

UNITED STATES COURT OF APPEALS

FOR THE EIGHTH CIRCUIT

No. 89-2676-NE

Filed January 24,1990

LAWRENCE D. MARVIN

APPELLANT,

vs.

GRAND LODGE IOOF OF NEBRASKA et al.,

APPELLEES.

ORDER

Appellant's pro se suggestion for rehearing en banc has been considered by the court and is denied by reason of the lack of a majority of the active judges voting to rehear the case en banc.

Petition for rehearing by the panel is also denied.

January 24,1990

Order Entered at the Direction of the Court:

By: Clerk

APPENDIX B

UNITED STATES COURT OF APPEALS

FOR THE EIGHTH CIRCUIT

No. 89-2676NE Judgment

Filed December 1,1989

LAWRENCE D. MARVIN

APPELLANT,

vs.

GRAND LODGE IOOF OF NEBRASKA et al.,

APPELLEES.

JUDGMENT

This appeal from the United States District Court was submitted on the record of the district court without oral argument.

After consideration, it is hereby ordered and adjudged that the judgment of the district court in this cause is affirmed in accordance with the opinion of this Court. See 8th Cir. R. 12(a).

A true copy.

Attest: Clerk, Robert D. St. Vrain

APPENDIX C

IN THE UNITED STATES DISTRICT COURT

FOR THE DISTRICT OF NEBRASKA

CV. 88-0-861

Filed September 15,1989

LAWRENCE D. MARVIN,

PLAINTIFF,

v.

GRAND LODGE IOOF OF NEBRASKA, et al.,

DEFENDANTS.

This matter is before the Court on plaintiff's motion for a new trial (Filing No. 17). This Court has reviewed the motion and finds it should be denied. This Court lacks jurisdiction over plaintiff's complaint. Accordingly,

IT IS ORDERED that plaintiff's motion for new trial is denied.

BY THE COURT:

LYLE E. STROM, CHIEF JUDGE
United States District Court

APIENDIX D

IN THE UNITED STATES DISTRICT COURT

FOR THE DISTRICT OF NEBRASKA

CV. 88-0-861

Filed August 15,1989

LAWRENCE D. MARVIN,

PLAINTIFF,

v.

GRAND LODGE IOOF OF NEBRASKA, ET AL.,

DEFENDANTS.

ORDER AND JUDGMENT

This matter is before the Court on its own motion and on plaintiff's motion for leave to name additional defendants (Filing No. 13).

Plaintiff has filed this complaint pro se, generally alleging that defendants owe him damages for rents not paid or not accounted for in an accounting in Dodge County District Court. The complaint further alleges that defendants occupied plaintiff's property pursuant to a written contract and violated the

contract. The complaint also alleges that defendant Elmer Kuhrts was employed by the Fremont Police Department and aided in the removal of certain of plaintiff's personal property.

Whenever it appears by suggestion of the parties or otherwise that the Court lacks jurisdiction of the subject matter, the Court shall dismiss the action. Fed. R. Civ. P. 12(h) (3). The Court must read pro se allegations in a liberal manner, holding the complaint to less stringent standards than normal pleadings drafted by lawyers. Ostroff v. Florida Dept. of Health, 554 F. Supp. 347, 351 (S.D. Fla. 1983). However, pro se pleadings may not be merely conclusory; the complaint must allege facts which, if true, state a claim as a matter of law. Martin v. Aubuchon, 623 F.2d 1281, 1286 (8th Cir. 1985).

With those standards in mind, the court has thoroughly reviewed plaintiff's allegations and finds that the Court lacks jurisdiction over the subject matter of plaintiff's complaint. Arguably, plaintiff attempts to allege deprivation of constitutional rights under 42 U.S.C. § 1983 (the Civil Rights Act). In order to bring a claim under the Civil Rights Act which provides for a civil action for deprivation of rights, a specific and articulable constitutional right must have been transgressed and a cognizable claim for relief must be stated on the face of the pleading. State of Missouri ex rel. Gore v. Hochner, 620 F.2d 183, 185 (8th Cir.), cert. denied, 449 U.S. 875 (1980). In the present case, no specific and articulable constitutional rights are alleged. A civil rights complaint must be pleaded with specificity

sufficient to provide fair notice to defendants of the substance of plaintiff's claims and the grounds upon which they rest. Sell v. Barner, 586 F. Supp. 319, 321 (E.D. Pa. 1984). Where a complaint relies on vague and conclusory allegations, it does not provide "fair notice" and is subject to dismissal. Id.

Plaintiff's complaint herein is no more than a vague catalog of adversities which simply does not rise to the level of a constitutional violation. Accordingly, there is no basis for federal jurisdiction and the complaint will be dismissed. Dismissal of the action renders plaintiff's motion to add additional defendants moot.

IT IS ORDERED that plaintiff's action is dimissed; Plaintiff's motion to add additional defendants is denied as moot.

BY THE COURT

LYLE E. STROM, Chif Judge

APPENDIX E

CONSTITUTIONAL PROVISIONS, STATEUTES, REGULATIONS AND EVIDENTIARY RULES INVOLVED

ENGLISH COMMON LAW:

Statute of Frauds of 1676, seventeenth section developed into Uniform Sales Act.

U.S. Constitution:

1. No Ex Post Facto laws to be created. . .(IOOF changed it mind)
2. Slavery abolished . . . (Marvin entrapped in IOOF scam)
3. Equal protection . . . (Marvin has received no protection)
4. Establish Justice . . .

U.S. Constitution: and its entire body of principles:and the following objectives:

1. Personal protection-recover damages;
2. Property protection-to protect ones property from damage;
3. Title protection-good faith and unreasonable interference;
4. Freedom of Use of property-hampering reasonable use by buyer (owner);
5. Enforcement of intent -of business transaction;
6. Protection from Exploitation, Fraud, and Oppression;
7. Cretitor protection By provision of the federal constitution that prohibits states from impairing the obligation of contracts;
8. Stability versus obsolete or unjust laws;

(from "Business Law" by Anderson/ Kumpf; South-Western Publishing Co. Cincinnati, Ohio.

U.S. Statute:

Conspiracy to degraud: Organized Crime-receives Triple Damages;

THE Uniform Commercial Code:

NEBRASKA SUPREME COURT case83-829
Grand Lodge vs Marvin,
June 1985 ruling that the IOOF did in fact sell said property to Marvin and said contract is indeed a contract. (Marvin being the appellant, being wrongfully ejected from said property)

JURISDICTION:

A court assuming jurisdiction in order to render an accounting must take into consideration all facts pertaing to the advantages and liabilities of each party and reach a decision based upon the equities of the situation.
1 Am. Jur. 2d, Accounts and Accounting § 63 (1962).